

Memorandum



Date: December 3, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over a horizontal line.

Subject: Supplement to Agenda Item 8N1

Supplement to
Agenda Item No. 8(N)1

Attached please find the Interlocal Agreement between Miami-Dade County and the Village of Pinecrest as referenced in Agenda Item 8N1.

A handwritten signature in black ink, appearing to read "Alina T. Hudak", written over a horizontal line.

Alina T. Hudak
Deputy Mayor

**INTERLOCAL AGREEMENT
BETWEEN THE VILLAGE OF PINECREST AND MIAMI-DADE COUNTY
FOR
BUS STATION RELOCATION FROM SW 117th STREET TO SW 120th STREET**

This AGREEMENT made and entered into this _____ day of _____, 2013, by and between the VILLAGE OF PINECREST, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "Village", and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County",

WITNESSETH

WHEREAS, Village and County herein wish to relocate an existing bus station located on the busway within unincorporated Miami-Dade County, hereinafter referred to as the "Project" described as follows:

The construction of two (2) new bus stations, one located on the east side of the busway and one located on the west side of the busway, at SW 120th Street, and the removal of the two (2) existing stations located on the busway at SW 117th Street subject to Federal Transit Administration approval. The project also includes the required roadway modifications of the busway and site work. The new station will match all features of the exiting stations; and

WHEREAS, Village and County have determined that the Project is in the best interest of the parties and it is of a mutual benefit to the residents of the Village of Pinecrest and Miami-Dade County,

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants contained herein, the parties agree as follows:

1. **EFFECTIVE DATE AND TERM:** This Agreement shall take effect upon its execution, following approval by the Village Council and the Board of County Commissioners.

2. RESPONSIBILITIES OF VILLAGE:

2.1 Funding: The funding for design and construction of the project will be available to the Village from the County Transit System Surtax ("Surtax"), as approved by the Citizens' Independent Transportation Trust ("CITT") on July 11, 2012.

2.2 Design Scope: The Village shall secure engineering design and consulting services from qualified firms, pursuant to Section 287.055, of the Florida Statutes, to develop the construction plans, technical specifications, special provisions, pay items and cost estimates for the Project referred herein and hereafter in accordance with Village, County, and/or Florida Department of Transportation standards, as applicable.

Village shall submit plans and specifications for this Project to Miami-Dade Transit Department Director or designee at the various phases for review and approval, and upon the completion of the 100% design plans, send a set of signed and sealed plans with a letter from the Village Manager certifying that the plans and specifications meet the standards as set forth above.

In no event shall the approved plans be changed, altered or modified unless Village receives written approval from the County. In addition, any and all changes, alterations or modifications shall be permitted by the appropriate state and/or local government agency.

2.4 Construction: The Village shall procure the services of a licensed contractor holding a general contractor's license to construct the Project. The Village may award the contract through any available lawful means which, in the Village's discretion, affords the most cost effective and advantageous method for construction of the Project and which may include, but is not limited to, bid solicitation, request for proposals, the award of a change order on existing Village contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards.

The County agrees that the selection, retention and discharge of such general contractor shall be the responsibility of the Village.

The parties agree that the work to be performed shall at all times be conducted in such manner and in such sequence that will ensure the least practicable interference with the Miami-Dade Transit Metrorail/Metromover system.

2.5. Permits and Approvals: The Village shall obtain a preliminary approval (dry-run) of all necessary permits, and utility adjustments, make all necessary adjustments as required for approval and/or permitting by those agencies, and coordinate the review of construction documents by utilities and permitting agencies in accordance with applicable state, federal, and local laws and ordinances.

2.6. Construction Administration and Inspection: The Village shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The Village may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The Village will allow the County access to the site for review, inspection, observation, and comment during construction.

3 RESPONSIBILITIES OF COUNTY

3.1. Maintenance: The County agrees that it will maintain all aspects of the Project, provided the Village matches all features and elements used in the existing station at 117th Street.

3.2. Access: The County does hereby grant and convey to Village and its employees, licensees, agents, independent contractors and subcontractors, a non-exclusive permit, to enter onto and remain upon the Property for the sole and limited purpose of performing the scope of the Project.

The Village shall utilize the Property for no purpose other than that specified herein, and allied and incidental purposes. This Agreement, except as where expressly stated to the contrary, shall not limit use of the Property by the County.

4. COMPLIANCE WITH LAWS: The parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and

obligations pursuant to this Agreement and with all applicable laws relating to the Project. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

5. INDEMNIFICATION: To the extent authorized by Florida law, the Village hereby agrees to indemnify, defend, save and hold harmless the County to the extent of all the limitations included within Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits as a result of Village's negligence, or breach of this Agreement by the Village, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for the County's negligence or breach of contract.

To the extent authorized by Florida law, the County hereby agrees to indemnify, defend, save and hold harmless the Village to the extent of all the limitations included in Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits as a result of County's negligence, or breach of this Agreement by the County, its agents or employees.

It is specifically understood and agreed that this indemnification clause does not cover or indemnify the Village or the County for the Village's or the County's negligence or breach of contract, as applicable.

In the event of breach or non-performance by the persons selected by the Village to perform the work, the Village shall, upon written request by the County, assign to the County any and all of its rights under the affected contract for purposes of the County's prosecution of claims, actions or causes of action resulting from such breach or non-performance unless the Village pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. The Village agrees to cooperate fully with the County in the prosecution of any such claim or action. Any damage recovered by the County which is attributable to expenditure by the Village shall be returned to the Village by the County, within sixty (60) business days of receipt.

6. DISPUTE RESOLUTION, APPLICABLE LAW: The parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida

Governmental Conflict Resolution Act", Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade, Florida.

7. ENTIRE AGREEMENT AMENDMENTS: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document.

Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Village and County Board of Commissioners.

8. JOINT PREPARATION: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort.

The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties from the other.

9. SEVERANCE: In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the Village or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.

10. MULTIPLE ORIGINALS: This agreement may be fully executed in three copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.

11. RECORDATION: This Agreement shall be recorded in the Public Records of Miami-Dade County at the Village's expense. An original copy of the recorded Agreement shall be provided to the Miami-Dade Transit Facilities and Maintenance Division.

12. NOTICES: Any and all notices required to be given under this Agreement shall be sent by first class mail, addressed to the following:

To the Village:

Attention: Yocelyn Galiano Gomez
Village Manager
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, Florida 33156

To the County:

Attention: Ysela Llort
Director, Miami-Dade Transit
Miami-Dade County
701 NW 1st Court, 17th Floor
Miami, Florida 33136

(FOR SIGNATURES SEE NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written.

ATTEST:

VILLAGE OF PINECREST, a municipal Corporation of the State of Florida

BY: 

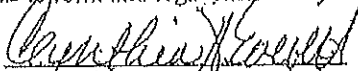
Guido M. Iguaño, Jr., CMC
Village Clerk

BY: 

Yocelyn Galiano Gomez, ICMA-CM
Village Manager

(Affix Village Seal)

Approved by Village Attorney
as to form and legal sufficiency


Cynthia A. Everett
Village Attorney

ATTEST:

MIAMI-DADE COUNTY, FLORIDA,
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN
CLERK OF THE BOARD

BY: _____

Deputy Clerk

BY: _____

County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency


County Attorney